

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF SUPERIOR, ARIZONA

THIS AGREEMENT is entered into 17 February, 2000,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and the TOWN OF SUPERIOR, acting by and through its MAYOR and TOWN COUNCIL  
(the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter  
into this agreement and has by resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated to the undersigned the authority  
to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter  
into this agreement and has by resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized the undersigned to execute this  
agreement on behalf of the Town.

3. The Town has a requirement for motor vehicle fuel statewide. The State DOT  
has fueling facilities statewide, as shown on Exhibit A, and has agreed to provide fuel for Town  
vehicles.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 23837  
Filed with the Secretary of State  
Date Filed: 02/17/2000

Betsy Bayless  
Secretary of State

BY Vicky V. Haenebold

## II. SCOPE

### 1. The State will:

a. On a "self-service" basis provide fuel to the Town vehicles at DOT facilities statewide.

b. No more often than monthly, invoice the Town with an itemized statement for fuel dispensed at the prevailing dispenser price plus five cents per gallon.

### 2. The Town will:

a. Provide the State a list of authorized motor vehicles (by vehicle license number, type and fuel type) and operators, who shall observe all State rules, regulations and safety procedures while entering, refueling and leaving State fueling facilities.

b. Establish an account through the statewide fleet card contract administered by the State Procurement Office (currently 01676AA), and, when applicable, utilize State fleet cards at State automated fuel sites. Insure State fleet cards issued to Town drivers contain encoded requirements necessary to interface with automated State fuel locations.

c. Insure operators complete an ADOT "Fuel Withdrawal Card" (ADOT Form 23-9315) each time fuel is purchased or comply with established procedures when DOT locations have automated card readers in place.

d. For CNG-equipped vehicles, insure compatibility of vehicle fuel nozzle receptacles with State fuel dispenser nozzles, obtaining adapters if necessary. Safeguard CNG fueling facility access codes and keys. Notify the State within 24 hours of lost access keys and be responsible for replacement costs at \$5.00 each. Return keys to the DOT as vehicles are removed from the Town CNG program.

e. Reimburse the State for the previous month's invoice for fuel within 30 days after receipt. Coordinate as needed with the State and be responsible for all costs associated with accidents or damages caused by Town vehicles to State property.

## III MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect until January 31, 2005, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. Either party may terminate this agreement at anytime by giving thirty (30) days written notice to the other party.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Equipment Services Administrator  
2225 South 22nd Avenue  
Phoenix, AZ 85009

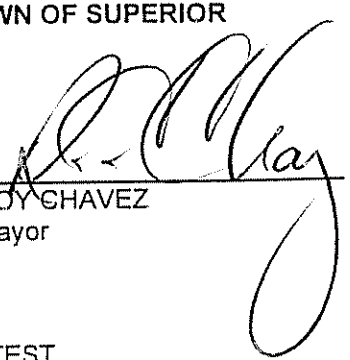
Town of Superior  
Town Manager  
734 Main Street  
Superior, AZ 85273

7. Attached hereto and made a part hereof is the written determination of each parties legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**TOWN OF SUPERIOR**

By

  
ROY CHAVEZ  
Mayor

**STATE OF ARIZONA**


Department of Transportation

By

  
JOSEPH H. O'NEILL, Administrator  
Equipment Services

ATTEST

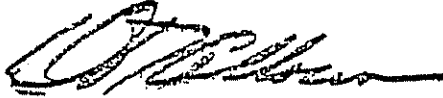
By

  
MELLIE P. BRIBIESCAS  
Town Clerk

RESOLUTION

BE IT RESOLVED on this 19th day of December 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Superior for the purpose of defining responsibilities for the sale of fuel.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Equipment Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', with a horizontal line extending from the end of the signature.

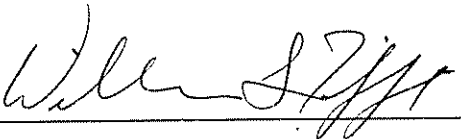
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DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

APPROVAL OF THE SUPERIOR TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF SUPERIOR and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 6<sup>th</sup> day of JAN, 2000.

  
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Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR99-2829TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED February 7, 2000.

JANET NAPOLITANO  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/610152

Enc.